

7. ROUTING SERVICES (Cont'd)

Customer Locator Alternate Routing (Cont'd)

Protected #'s 101-999	\$ 0.44
Protected #'s 1,000+	\$ 0.33
Per add'l alternate routing plan	\$ 8.25
Routing plan change per telephone number	\$ 5.50
Activation of plan	\$ 5.50

Network Switch Alternate Routing

Service Establishment	\$450.00
Protected #'s 1-100	\$ 0.55
Protected #'s 101-999	\$ 0.44
Protected #'s 1,000+	\$ 0.33
Per add'l alternate routing plan	\$ 8.25
Activation of plan	\$ 5.50
Routing plan change per telephone number	\$ 5.50
Coord. Test Activation	\$110.00

8. OTHER SERVICES

Directory Services

Extra Listings	\$1.65
Private	\$0.83
Semi-Private (Each Listing)	\$0.55
Directory Assistance	\$0.18
Information Call Completion Service	\$0.18

	<u>USOC</u>	<u>Non-Recurring Charge</u>	<u>Business Monthly Rate</u>
Ameritech ISDN Direct			
ISDN Direct line /1/			
National	N2B	\$75.00	\$11.44*
ISDN Direct Basic Feature Package /2/	FPGOX	---	\$ 5.00
Distance extension charges for beyond normal transmission range per ISDN line	XTN	---	\$20.25

* End User Common Line Charges also apply.

8. OTHER CHARGES (Cont'd)

	<u>USOC</u>	<u>Non-Recurring Charge</u>	<u>Business Monthly Rate</u>
Amentech ISDN Direct (Cont'd)			
Circuit Switched Voice Service Element	LTQ5X	\$15.00	\$ 2.20
Multiple Call Appearances, Each	NCO	\$ 5.00	\$ 1.10
Secondary Telephone Numbers, Each	DO6	\$ 5.00	\$ 1.10
Additional Call Offering	AC5PB	\$ 5.00	\$ 1.38
Intercom Calling	NZV	\$ 5.00	\$ 1.38
Message Waiting Indicator	MLN	\$ 5.00	\$ 1.38
Station Controlled Conference-6 Port	EQ6	\$15.00	\$ 7.70
Circuit Switched Data Service Elements	LTQ6X	\$15.00	\$ 4.40
Alternate Circuit	LTX1X	\$15.00	\$ 4.95
Packet Switched Data "B" Channel	LTQ3X	\$100.00	\$46.75
On-Demand Packet Switched Data "B" Channel	LTH7X	\$50.00	\$11.00
Packet Switched Data Service "D" Channel Element Charge	LTQ4X	\$15.00	\$ 3.58
Subsequent charges for Circuit Switched Voice and/or Circuit Switched Data and/or Packet Switched Data Rearrangements to add line appearances per occasion	REA1Z	\$15.00	---

Circuit Switched Data Schedule - Each ISDN Circuit Switched Data Call which originates and terminates within the customer's local calling area will be rated based on the Usage Schedule shown below:

- | | |
|---|--------|
| a. The initial 10 minute calling period (or fraction thereof) | \$0.09 |
| b. Each additional 5 minute period (or fraction thereof) | \$0.09 |

8. OTHER CHARGES (Cont'd)

Business
Monthly
Rate -

Ameritech ISDN Direct (Cont'd)

c. ISDN Circuit Switched Data Calls outside the customer's local calling area will be billed at existing zone and MST usage rates. The ISDN Circuit Switched Usage Schedule above does not apply to Centrex Intercom Calls.

Ameritech Intercept Referral
Extension Service

\$3.30

9. INTERZONE MESSAGE CHARGES

Business
Rate Miles Minute of Use
1-20 \$0.0528

10. MESSAGE TELECOMMUNICATIONS SERVICES

Message Toll Service:

<u>Rate Step</u>	<u>Rate Miles</u>	<u>Business Minute of Use</u>
1	1 - 10	\$0.0403
2	11 - 15	\$0.0602
3	16 - 20	\$0.0729
4	21 - 25	\$0.0824
5	26 - 30	\$0.0890
6	31 - 50	\$0.0919
7	51 - 100	\$0.0947
8	Over 100	\$0.0928

Business
Monthly
Rate

Toll Restriction Service
Per Business Line Equipped

\$3.57

Ameritech Resale Local Exchange Service Confirmation of Service Order

This Confirmation of Service Order ("Agreement") is by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation, on behalf of Ameritech Michigan, with offices at 350 North Orleans Street, Third Floor, Chicago, Illinois 60654 ("Ameritech") and U.S. Network Corporation, a Delaware corporation, with offices at 10 South Riverside Plaza, Suite 401, Chicago, Illinois 60606, on behalf of USN Communications, Inc. ("Carrier").

WHEREAS, Ameritech offers Resale Local Exchange Services in Michigan at the rates and conditions set forth in Michigan Bell Tariff M.P.S.C. No. 20R, Part 22 (the "Service"); and

WHEREAS, Carrier desires to purchase Ameritech Resale Local Exchange Services in Michigan under the rates, terms and conditions set forth herein:

NOW THEREFORE, in consideration of the mutual obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ameritech and Carrier agree as follows:

1.0 SERVICES ORDERED

Carrier hereby orders Ameritech Resale Local Exchange Service in Michigan under Michigan Bell Tariff M.P.S.C. No. 20R, Part 22, which Ameritech has filed with the Michigan Public Service Commission and which is incorporated by reference into this Agreement. Carrier orders the services described in Section 3.0 under Ameritech's Resale Local Exchange Service for a term of ten (10) years (the "Service Term") and commits to a minimum annual volume of 100,000 business access lines per month ("Volume Commitment"). The business access lines are described in Section 3.0. Each PBX Trunk shall count as a single business access line.

2.0 SERVICE ORDERING CHARGES

As set forth in M.P.S.C. No. 20R, Part 3, Section 1, these Service Ordering Charges are in addition to any other scheduled rates and charges normally applying under tariff. They apply in addition to, and not in lieu of, Channel Charges, Initial Non-Recurring Charges or Construction Charges made because of unusual cost in establishing service.

3.0 SERVICES ORDERED

3.1 Network Access Line Rates (Monthly)

Rate Groups:	A	B	C	D	E	F	G
<u>Business Services:</u> (includes TOUCH-TONE service)							
*1 Party Measured	\$11.44	\$11.44	\$11.44	\$11.44	\$11.44	\$11.44	\$11.44
*Trunk Measured	\$11.44	\$11.44	\$11.44	\$11.44	\$11.44	\$11.44	\$11.44
*2-Way DID	\$21.25	\$21.25	\$21.25	N/A	N/A	N/A	N/A

DID Numbers/20 Numbers

Business \$ 4.25

DID Trunk Termination

Business \$ 9.88

3.2 Local Usage Service

Business \$0.0505

3.3 Telecommunications Features

Monthly
Business

976 Prefix Blocking
Service

No Charge

3.4 Centrex Loops

Station Lines
Centrex Local Loop Matrix

<u>Number of Loops</u>	<u>Nonrecurring Charge</u>	<u>Price per Loop</u>
First 25	**	\$8.53
Next 174	**	\$5.37
Next 300	**	\$4.67
Next 500	**	\$3.88
Additional	**	\$3.05

* End User Common Line charges also apply.

** Line Connection Charges or Line Rearrangement Charges are applicable to add or change a Centrex Local Loop.

4.0 FAILURE TO MEET VOLUME COMMITMENT

- 4.1 For each twelve (12) month period following the Ramp Up Period (as defined in Section 7.0), Carrier's actual usage shall be determined by measuring the number of actual business access lines in service at the end of each such twelve (12) month period ("Actual Usage").
- 4.2 For each twelve (12) month period following the end of the Ramp Up Period, Carrier shall pay Ameritech if it fails to meet the Volume Commitment. Carrier's underutilization liability for such failure to meet the Volume Commitment shall be calculated as follows:

X x Y, where:

X = an average of Carrier's business line rates which, for purposes of this Section, shall be \$13.46 ("Average Business Line Rate");

Y = 100,000 less the Actual Usage.

If the final period at the end of the Service Term is less than twelve (12) months, the underutilization liability shall be calculated on a pro rata basis.

5.0 VOLUME COMMITMENT FLEXIBILITY

- 5.1 In any twelve (12) month period following the Ramp Up Period in which Carrier's Actual Usage is less than or greater than the Volume Commitment, the amount of the shortfall ("Shortfall Amount") or the excess ("Excess Amount") shall be placed into a pool ("Carryover Pool"). Shortfall amounts shall increase the Carryover Pool and Excess Amounts shall decrease the Carryover Pool. For example, if Carrier's Volume Commitment is 100,000 lines and its Actual Usage for the twelve (12) month period is, 80,000 lines, the Carryover Pool would be increased by 20,000 lines. If, in the following year, Carrier's Actual Usage for the twelve (12) month period is 120,000 lines, the Carryover Pool would be decreased by 20,000 lines.
- 5.2 The line volume in the Carryover Pool will not be subject to the underutilization charge (except as provided in Section 5.4) and may never exceed 200,000 lines ("Carryover Pool Cap"). If, at the end of any twelve (12) month period following the Ramp Up Period, the

lines in the Carryover Pool exceed the Carryover Pool Cap, Carrier shall pay an amount equal to the excess lines above the Carryover Pool Cap multiplied by the Average Business Line Rate.

5.3 If the number of lines in the Carryover Pool at the end of the Service Term is zero or less, no further action is required. If the number of lines in the Carryover Pool at the end of the Service Term is greater than zero, Carrier shall, at its option, pay Ameritech an amount equal to each line in the Carryover Pool multiplied by the Average Business Line Rate or shall subscribe on a monthly basis to an equivalent number of lines during the next three (3) year period ("Extension Term"). The same terms and conditions which apply to the then ten (10) year Service Term shall apply to any Extension Term. Carrier shall have the option to fulfill this obligation during any consecutive period of time within the Extension Term, as long as such consecutive period immediately follows the end of the Service Term.

5.4 Carrier shall pay Ameritech for any unsubscribed lines remaining in the Carryover Pool at the end of the Extension Term or, if earlier, at the end of any consecutive period of Service described in Section 5.3. Carrier shall pay Ameritech an amount equal to the number of remaining lines multiplied by the Average Business Line Rate.

6.0 EFFECTIVE DATE

Service shall commence thirty (30) days after the tariff attached as Exhibit A becomes effective, or the date on which carrier obtains certification as a local exchange carrier in the state of Michigan, whichever is later ("Service Start Date").

7.0 TERM AND TERMINATION

7.1 The Service Term is ten (10) years, beginning on the Service Start Date. The "Ramp Up Period" shall begin ninety (90) days following the Service Start Date and shall end eighteen (18) months thereafter.

7.2 If Carrier cancels this order before the Service Start Date, Carrier shall reimburse Ameritech for costs incurred by Ameritech on behalf of Carrier up until the time of cancellation.

7.3 If, after the Service Start Date, Carrier terminates this Agreement prior to the end of the term specified in Section 7.1, for any reason

other than for cause. Carrier shall pay Ameritech for the unmet portion of the Volume Commitment at the month to month rates for the time remaining in the term. This termination liability shall be calculated according to the formula set forth below, and shall then be adjusted to the net present worth using the Ameritech cost of money as set forth in M.P.S.C. No. 20R, Part 2, Section 2:

$X \times Y \times Z$, where:

X = Average Business Line Rate;

Y = the Volume Commitment; and

Z = the number of years or fractional years remaining in the Service Term after the Ramp Up Period.

Carrier shall also pay Ameritech an amount equal to the number of lines, if any, in the Carryover Pool multiplied by the Average Business Line Rate - \$13.46.

- 7.4 Either party may terminate services under the tariff immediately following written notice and opportunity to cure as set forth hereunder in the event the other party is in default as to any of its material obligations hereunder provided that (a) the defaulting party receives notice of termination containing a reasonably complete description of the default and (b) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is nonpayment.

8.0 CONDITIONS PRECEDENT

Neither party shall be required to perform its respective obligations under this Agreement unless and until Carrier obtains certification as a local exchange Carrier in the state of Michigan under Section 357 of the MTA 1991 PA 179 as amended by 1995 PA 216.

9.0 RATE CHANGES

In consideration of Carrier agreeing to the maximum volume and term commitment currently available, if Ameritech sells the same service at a lower rate to a similarly situated customer (i.e., a resale customer making a term and/or volume commitment), then Ameritech shall make such lower rate available to Carrier. Ameritech shall notify Carrier within forty-five

(45) days of such lower rates becoming available. This provision shall apply regardless of whether the Service is offered under tariff or contract.

10.0 NEW SERVICES

If Ameritech introduces any new services to its Resale Local Exchange Service during the period of Carrier's Service Term, and if those services have a volume or term discount, those services shall be made available to Carrier at the rate which corresponds to Carrier's volume and term commitment.

11.0 PROMOTIONAL MATERIALS

Ameritech shall provide Carrier with information related to the use of the services suitable for Carrier's use in its marketing and promotional material. Ameritech shall also make available to Carrier's personnel, at then prevailing prices, training related to the use and operation of the services.

12.0 CREDIT ALLOWANCES FOR SERVICE INTERRUPTIONS

Carrier shall be entitled to credit allowances for service interruptions in accordance with M.P.S.C. No. 20R, Part 2, Section 2.

13.0 CHANGED CIRCUMSTANCES

13.1 Upon reasonable notice provided by either party, Ameritech and Carrier shall meet to review any unforeseen material changes in the competitive circumstances in the industry, including the competitiveness of the rates herein, and shall negotiate concerning any changes that may be necessary to the rates for any services in this Agreement. In the event that any component of Ameritech's averaged discounted retail rates for the services contained in this Agreement as computed in Exhibit 1, are reduced below the rates in Ameritech's Resale Local Exchange Service Tariff (attached as Exhibit 2) during the term of this Agreement, then at Carrier's option, either (1) Ameritech and Carrier shall re-evaluate and revise the rates as applicable for services in this Agreement or (2) Carrier shall be exempt from any underutilization liability contained in Paragraphs 4.2 and 5.0. Any changes agreed upon shall not become effective until any applicable regulatory filing requirements are met.

- 13.2 In the event Carrier converts to a new Ameritech service that utilizes a change in technology to provide the same service to Carrier with fewer business access lines, and as a result of this conversion Carrier fails to achieve the Volume Commitment for that twelve month period. Carrier's Volume Commitment for that twelve month period and for each twelve month period remaining in the Service Term shall be reduced by an amount equal to the estimated amount of reduced access lines associated with the service conversation each year.

14.0 IMPLEMENTATION

- 14.1 Following execution of this Agreement, Ameritech and Carrier shall jointly develop an implementation plan for services. This implementation plan shall address, among other things, procedures for on-line ordering, provisioning, and access to customer service records with proper authorization.
- 14.2 Ameritech shall implement Carrier's service orders on a timely basis and within implementation intervals no less promptly than Ameritech implements other service orders for similar items, including retail service orders. If Ameritech fails to implement a service order within such an interval and such failure is not caused by a force majeure (which shall include fires, embargoes, labor disputes, acts of God, the public enemy or other causes beyond Ameritech's reasonable control) or some fault of Carrier (which "fault" shall include any delays associated with Carrier notification periods and suspensions of change orders provided for in Ameritech's tariff for Resale Local Exchange Service), then Ameritech will waive any non-recurring charges associated with implementation of the Ameritech service.
- 14.3 For maintenance and repair services performed on Ameritech's side of the network interface, Ameritech agrees that quality and timeliness of such services will be no less than the services provided to its retail customers. If Ameritech provides support, installation, maintenance and/or repair to any similarly situated customer under more favorable terms and conditions, then Ameritech shall make such terms and conditions available to Carrier.

15.0 TARIFF

- 15.1 All terms and conditions of Ameritech's Resale Local Exchange Service are set forth in the applicable tariff, which fully determines the rights and obligations of Ameritech and Carrier. No representation or agreements, written or oral, shall alter or in any way affect these rights or obligations. The tariff and this Agreement contain all the applicable rates and charges to be paid by Carrier in connection with Resale Local Exchange Service. In the event of a conflict or discrepancy between the provisions of this Agreement and the provisions of the tariff, the provisions of the tariff shall govern.
- 15.2 In the event that Ameritech revises its tariffs to reflect the restructuring of its local exchange, toll and access service rates as provided for in Section 304a of the Michigan Telecommunications Act, Ameritech may revise the rates shown in Section 3.0 of this Agreement to reflect appropriate changes, if any, to those rates. Such tariff revision shall not affect Carrier's discount structure as reflected in this Agreement.

16.0 PUBLICITY

Except as otherwise provided in this Agreement, Carrier shall not use any of the trademarks, trade names, service marks or other proprietary marks of Ameritech or its corporate affiliates in any advertising, press releases, publicity matters or other promotional materials without Ameritech's prior written permission. Ameritech and Carrier shall jointly develop a press release publicizing their relationship under this Agreement, subject to both (1) the parties' prior non-disclosure agreement, and (2) mutually agreed upon language and media.

IN WITNESS WHEREOF, this Agreement has been executed by the parties set forth below.

U.S. Network Corporation, on
behalf of USN Communications,
Inc.

By: *John Thomas Elliott*

Name: JOHN THOMAS ELLIOTT

Title: PRESIDENT

Date: 4-26-96

Ameritech Information Industry
Services, a division of Ameritech
Services, Inc., on behalf of
Ameritech Michigan

By: *Neil E. Cox*

Name: NEIL E. COX

Title: PRESIDENT

Date: 4/28/96



Exhibit A

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 200

Ameritech

PART 1

SECTION 1

Tariff

1st Revised Sheet No. 1

Canceled

Original Sheet No. 1

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PART 1 - Preface
SECTION 2 - Table of Contents

CHECK LIST

A. Check List - General

PART 1

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1	Original
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3	*1st
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20	1st
21	Original
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25	1st
26	Original

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27	3rd
27.1	*Original
28	Original
29	Original
30	Original
31	Original
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Section 3

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9	Original

Sheet No.	Revision
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11	Original
12	Original
13	*1st
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17	Original

MICHIGAN Bell
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 108

Ameritech

TARIFF

PART 1

SECTION 1

PART 1 - Preface

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Cancel

1st Revised Sheet No. 3

CHECK LIST

A. Check List - General

PART 2

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Section 2

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21	Original
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25	1st

Section 3

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1	Original

Section 4

Sheet No.	Revision
1	Original

Issued: January 2, 1996

By Gail F. Toffredo, Vice President
State and Federal Government
Detroit, Michigan

Tariff

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Original Sheet No. 27.1

CHECK LIST

A. Check List - General

PART 22

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4	Original
5	Original
6	Original

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1	Original

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.B.S.C. NO. 308

Ameritech

PART 1

SECTION 1

Tariff

1st Revised Sheet No. 10

Cancels

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(H)

Issued: January 2, 1996

By Gail F. Torreano, Vice President
State and Federal Government
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 378

Ameritech

PART 3

SECTION 2

Tariff

1st Revised Sheet No. 1

Cancel:

Original Sheet No. 1

PART 3 - General Terms And Conditions
SECTION 2 - Regulations

GENERAL

A. UNDERTAKING OF THE COMPANY

1. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
2. The calling party is required to establish the calling party's identity to the satisfaction of the called party. The called party has the right to terminate any call at any point. The calling party is required to disconnect any call immediately when the called party indicates the call should be discontinued.

Agencies advising of emergency situations are excluded from this requirement.

B. USE OF SERVICE FACILITIES

1. Except as provided by this Tariff of the Company, and in accordance with the Michigan Telecommunications Act (1991 PA 179 as amended by 1995 PA 216), resale of any services furnished by the Company is prohibited. This prohibition shall not apply to:

- Message Toll
- Interzone Message Charges
- The handling of messages accepted for the transmission of communications on private lines to, from, within and between air carriers, where the customer is an aeronautical communications company licensed under the Aviation Service rules of the Federal Communications Commission to operate stations in the aeronautical mobile and fixed services.
- The provision of business telegraph message service by a communications common carrier.
- The provision of overseas data message service; or Specialized Communications Service (SCS) and;
- The services specified in the SCS section of Part 4, Section 2.
- The services listed in Parts 4 and 5 or as provided for in Part 22 of this tariff.

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: January 2, 1996

Effective: January 3, 1996

By Gail F. Torreano, Vice President State and Federal Government
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 100

Ameritech

PART 3

SECTION 2

Tariff

PART 3 - Centrex Services
SECTION 2 - Centrex Services

1st Revised Sheet No. 4
Cancellation
Original Sheet No. 4

CENTREX

A. GENERAL

7. Resale

- a. Centrex service may be resold, shared or otherwise aggregated among unaffiliated end users as listed in Part 3 or as provided for in Part 12 of this tariff.
- b. Where there are unaffiliated end users on the same Centrex system, all loops on the system are priced at the 1-25 loop band of the Matrix, regardless of the quantity of loops provided for each end user or total number of end users or customers of the reseller, sharer or aggregator. (The loop Matrix is specified in D. following). The reseller, sharer or aggregator is responsible for payment of all charges including deposits and termination charges.

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: January 2, 1996

Effective: January 3, 1996

By Gail F. Torreano, Vice President State and Federal Government
Detroit, Michigan

Tariff

PART 10 - Resale Local Exchange Service
SECTION 1 - General Terms and Conditions

Original Sheet No.

1. GENERAL

This Part sets forth the local exchange services made available by Michigan Bell Telephone Company (Company) for resale (Resale Local Exchange Services) by a licensed Local Exchange Carrier under the provisions of Section 157 of the Michigan Telecommunications Act (MTA) as amended by (1995 PA 216).

General terms and conditions as described in TARIFF M.P.S.C. NO. 20R, Part 2, Section 2 apply, where appropriate, unless otherwise specified in this Part. As applied to services offered in this Part, the term "Customer" contained in TARIFF M.P.S.C. NO. 20R, Part 2, Sections 1 and 2 shall be deemed to mean "Carrier" as defined in this Section.

The Company will provide Resale Local Exchange Services in Michigan subject to the availability of facilities, where technically feasible and from properly equipped central offices.

2. BRANDING

2.1 Company Branding. Carriers may not, without the Company's written authorization, offer Resale Local Exchange Services under any of the brand names of the Company or any of its affiliates, nor may any Carrier state or imply that there is any joint business association or any similar arrangement with the Company in the provision of telecommunications services to the Carrier's customers. Company may brand services under this Part with its own brand name but will not provide for Carrier branding of those services.

2.2 Carrier Branding. The Carrier may brand its resold local exchange services with its own brand name. Branding for Directory Assistance (555-XXXX) is provided at rates and on terms contained in contracts between Company and Carrier as provided in TARIFF M.P.S.C. NO. 20R, Part 11, Section 2.

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PART 20 - Resale Local Exchange Service
SECTION 1 - General Terms and Conditions

Original Sheet No.

1. LIABILITY OF THE COMPANY

Notwithstanding any other provision in this Part, the Company's general liability, as described in TARIFF M.P.S.C. NO. 20R, PART 2, SECTION 2 does not extend to the Carrier's customers or any other third party. Liability of the Company to the Carrier resulting from any and all causes, shall not exceed the liability of the Company as stated in TARIFF M.P.S.C. NO. 20, Part 2, Section 2. The Company shall be liable for the individual service(s) or facility(ies) that it provides and shall not be liable for the integration of service components. Such liability shall not exceed an amount equal to the proportionate charge for the service(s) or facility(ies) provided for the period during which the service(s) was affected. No other liability whatsoever shall attach to the Company.

Carrier shall, in its tariffs or other contracts for services under this Part with its customers, provide that in no case shall the Company be liable to the Carrier's customers or any third parties for any indirect, special or consequential damages, including but not limited to, economic loss, lost business or profits, whether foreseeable or not, and regardless of notification by the Carrier of the possibility of such damages. If Carrier fails to place such a provision in its tariffs and/or contracts, Carrier shall indemnify and hold the Company harmless from all claims based on any reason whatsoever from its customers as provided in this Part. Nothing in this Part shall be deemed to create a third party beneficiary relationship with Carrier's customers.

If a Carrier ceases to resell Resale Local Exchange Services to its customers and fails to make arrangements for the continuation of such services, the Carrier shall provide an option to its customers to select an alternate Carrier.

The Company is not liable for mistakes that appear in Company's listings, 911 and information databases, or for incorrect referrals of end users to Carrier for any ongoing Carrier service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, the Carrier shall save harmless and indemnify the Company from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third persons (including the Carrier's customers or employees).

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PART 100 - Resale Local Exchange Service
SECTION 1 - General Terms and Conditions

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4. RESPONSIBILITIES OF THE COMPANY

Operational Interfaces

Company shall provide Carriers with electronic access to place service orders, receive phone number assignments, receive information necessary to bill Carrier's customers, and to inform Company of cases of trouble. Company shall provide interface specifications for such electronic access to Carriers subject to Carrier's execution of Company's standard non-disclosure agreement.

Public/Emergency Services

(See TARIFF M.P.S.C. NO. 100, Part 4, Section 3)

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

Universal Emergency Number Service (911), is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the governmental body may receive telephone calls dialed to the telephone number 911. The 911 Service includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

BASIC 911

Basic 911 Service provides for routing all 911 calls originated by telephone having telephone numbers beginning with a given central office prefix code or codes to a single PSAP equipped to receive those calls. Carriers and Carrier's customers purchasing services under this Part are not charged for calls to the 911 number except as provided in this tariff.

ENHANCED 911

Enhanced 911 (E911) Service provides additional features such as selective routing of 911 calls to a specific PSAP which is selected from the various PSAP's serving customers within that central office area. Carriers and Carrier's customers purchasing services under this Part are not charged for calls to the 911 number except as provided in this tariff.

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PART 32 - Resale Local Exchange Service
SECTION 1 - General Terms and Conditions

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5. RESPONSIBILITIES OF THE CARRIER

Documentation of Authorization/Agency

Prior to submitting an order under this Part, a Carrier must have obtained documentation from the customer (e.g., written or electronic authorization, tape recorded conversation, or password verification, etc.), explicitly authorizing the Carrier to provide local exchange telecommunications services to the Carrier's customer (Documentation of Authorization). The Carrier must retain all Documentation of Authorization on file, which shall be available for inspection during normal business hours.

In the event that the Carrier submits an order under this Part, and the customer notifies the Company, within the greater of 90 days or two (2) billing cycles of the date the Carrier submitted an order under this Part, that the customer did not authorize the Carrier to provide local exchange telecommunications services to the customer (Unauthorized Switching), the Carrier must provide the Company with that customer's Documentation of Authorization within three (3) business days. In the event that the Carrier cannot provide the Documentation of Authorization within three business days, the Carrier must within three business days thereafter:

- (1) notify the Company to change the customer back to the local exchange carrier providing service to the customer before the change to the Carrier was made, and
- (2) provide any customer information and billing records the Carrier has obtained relating to the customer, to the prior Carrier, and
- (3) notify the customer and the Company that the change has been made, and
- (4) pay the Company \$50.00 per line to compensate the Company for switching the customer back to the original carrier.

Carrier's customers or Company's customers may request the Company to permit changes of their Primary Local Exchange Company (PLEC) only upon customer password-based notification to the Company that the customer wishes to change its PLEC. In such a situation, the Company will not change a customer's PLEC without such password-based notification.

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PART 10 - Resale Local Exchange Service
SECTION 1 - General Terms and Conditions

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1. RESPONSIBILITIES OF THE CARRIER

Carrier Changes

When the Company receives an order from a Carrier (Ordering Carrier) for services under this Part to a Carrier's customer ("end user"), and the Company is currently providing services under this Part to another Carrier for the same end user (Carrier Customer of Record), Company shall notify its Carrier Customer of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier Customer of Record and the Ordering Carrier to resolve any issues related to the end user. Carrier Customer of Record and/or Ordering Carrier agree to hold harmless and indemnify Company against any and all liability and claims, including reasonable attorneys' fees, that may result from the Company acting under this paragraph.

The Carrier is solely responsible for the payment of charges for all services furnished in this Part including, but not limited to, calls originated or accepted at its and its customers' service locations.

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PART 22 - Resale Local Exchange Service
SECTION 1 - General Terms and Conditions

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5. RESPONSIBILITIES OF THE CARRIER (Cont'd)

Carrier Charges (Cont'd)

If a Carrier fails to pay when due any and all charges billed to Carrier under this Part, including any late payment charges (Unpaid Charges), and any and all such charges remain unpaid more than forty-five (45) days after the due date of such Unpaid Charges, Company shall notify Carrier in writing that it must pay all Unpaid Charges to the Company within seven (7) business days. If Carrier disputes the billed charges, it shall within the seven (7) day period provided for in the prior sentence, inform Company in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to Company all undisputed charges; and shall pay disputed charges into an interest bearing escrow account. If Carrier and Company are unable, within thirty (30) days thereafter, to resolve issues related to the disputed charges, then either Carrier or Company may file a complaint with the Commission to resolve these issues. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to Company and/or to Carrier. If Carrier fails to pay any undisputed Unpaid Charges, Carrier shall, at its sole expense, within five (5) business days notify its Carrier customers that their service may be disconnected for Carrier's failure to pay Unpaid Charges, and that its Carrier customers must select a new Carrier to provide local exchange services. In the event that Carrier fails to provide such notification or any of Carrier's customers fail to select a new Carrier within the applicable time period, Company will provide local exchange services to Carrier's customers under Tariff M.P.S.C. No. 20R at then current recurring and usage sensitive tariff rates for service being provided except that in this circumstance otherwise applicable service establishment charges will not apply to the Carrier's customer, but will be assessed to the Carrier. Company may discontinue service to Carrier upon failure to pay undisputed charges as provided in this section, and shall have no liability to Carrier or Carrier's customers in the event of such disconnection.

Carrier Interfaces

Carrier shall be responsible for modifying and connecting any of its systems with Company provided interfaces as described in this Part.

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